



Cyber Insurance

IMPORTANT NOTICE

In accordance with the Insurance Act (Cap. 142), We would remind You that You must disclose to Us fully and faithfully all the facts You know or could reasonably be expected to know, otherwise You may not receive any benefit from this Policy.

GENERAL TERMS

1. This Add-on Protection Policy, Schedule, Endorsement, online application, proposal form, declaration and attached papers together with other statements in writing, if any, are evidence of the contract between You and Us and shall hereinafter be referred to as the "Policy". The proposal made to Us in connection with this Insurance shall be the basis and forms part of this contract. The Policy is to be read as one document and any word or expression to which a specific meaning has been attached in any part shall bear the same meaning wherever it appears.
2. We shall provide the respective Insurance in the terms set out in this Policy, provided that You pay the insurance cover charge in full and We agree to accept it.
3. The conditions which appear in this Policy must be complied with. Failure to comply may mean that You or the Insured Person(s) may not be able to claim under this Policy.
4. Any word denoting a singular pronoun shall also mean to include the plural.
5. Throughout this Policy, where the context so admits, words embodying the masculine gender shall include the feminine gender and vice-versa.

ELIGIBILITY

To be eligible under this Policy:

- a) The Policyholder must hold an in force GIGANTIQ policy.
- b) The Policyholder named in the Schedule must be a Singapore citizen, a permanent resident of Singapore or a foreigner with a valid Work Pass, Student Pass, Dependant's Pass or Long-Term Visit Pass.
- c) The Policyholder named in the Schedule must be at least eighteen (18) years of age on the Effective Date of Insurance.

PAYMENT BEFORE COVER WARRANTY (APPLICABLE TO INDIVIDUAL POLICYHOLDERS ONLY)

1. The insurance cover charge due must be paid to the Insurer on or before the inception date ("the inception date") or the renewal date of the coverage. Payment shall be deemed to have been effected to the Insurer when the daily deduction from the account value of GIGANTIQ is successful.
2. In the event that a deduction is unsuccessful due to an insufficient account value in GIGANTIQ on or before the inception date or the renewal date, this policy will be de-activated immediately, then the insurance shall not attach and no benefits whatsoever shall be payable by the Insurer. Any payment received thereafter shall be of no effect whatsoever as cover has not attached.

GENERAL DEFINITIONS

The following terms wherever they appear in this policy in bold, shall have the meanings specified below:

- 1.1 **Add-on Protection** is an optional insurance plan, which can be activated to provide supplementary coverage to the Basic Policy.
- 1.2 **Child (ren)** means a fully dependent child (ren) under the age of twenty-three (23) years who is not married, not employed and is residing in the same household and in the same country of residence as the Policyholder on the Policy Period of Insurance stated in the Schedule.
- 1.3 **Cyber act** means:
 - (a) the fraudulent or malicious input, modification, deletion, corruption, encryption or extraction of Your digital assets, residing on Your computer system, which is caused by the introduction of malware or hacking by a third party;
 - (b) the fraudulent or malicious disablement of access and control of Your computer system, which is caused by the introduction of malware or hacking by a third party; or
 - (c) crypto jacking.
- 1.4 **Cyber event** means:
 - (a) the fraudulent electronic transfer of funds or property from Your personal account with a financial institution by:
 - (i) a third party; or
 - (ii) the financial institution acting in good faith upon a fraudulent incoming electronic communication purporting to have been sent but which was not sent by You;
 - (b) You acting in good faith upon any fraudulent incoming electronic communication request and transferring funds or property from Your personal account with a financial institution, to the account of a third party;
 - (c) fraudulent unauthorized use of or electronic transfer of funds stored in Your personal digital wallet held with an online merchant; or
 - (d) the fraudulent unauthorized online purchases by a third party that are charged to Your plastic card.
- 1.5 **Cyber extortion threat** means a demand for money or property accompanied by a credible threat by a third party to:
 - (a) release, divulge, disseminate, destroy, alter or use Your digital assets, acquired by fraudulently or maliciously accessing or using Your computer system;
 - (b) introduce malware into Your computer system;
 - (c) corrupt, damage or destroy Your computer system; or
 - (d) restrict or hinder access to Your computer systems or Your digital assets or having already encrypted Your digital assets or disabled access and control of Your computer system, a demand for money or property in return for the decryption key or instructions.
- 1.6 **Crypto jacking** means the unauthorized use of Your computer system by a third party for mining cryptocurrency.
- 1.7 **Deductible** means the initial amount that You will need to pay before We will make any benefit payments.
- 1.8 **Digital assets** means software, programs, Your personal electronic data, digital photos, digital music and digital video stored on Your computer systems.

- 1.9 **Digital wallet** is an e-wallet associated with a user's account with an online merchant and is intended for effecting payment for the purchase of goods and services through the online merchant's website.
- 1.10 **Excess** means the amount You must pay in the event of each and every loss.
- 1.11 **Electronic communication** means:
- (a) electronic mails;
 - (b) instructions given via the online banking or trading platform of a financial institution; or
 - (c) instructions given via the mobile application software (App) of a financial institution.
- 1.12 **Electronic data** means information stored or transmitted in a digital format.
- 1.13 **Extortion payment** means any monies (including crypto or virtual currencies) or property paid by You, to a third party, who You reasonably believe to be responsible for a cyber extortion threat, with the purpose of resolving or terminating such threat.
- 1.14 **Family** means your spouse and children, and your relatives permanently living with you at the address stated in the Schedule.
- 1.15 **Financial loss** means:
- (a) loss of funds from Your personal account with a financial institution or from Your digital wallet with an online merchant;
 - (b) any associated fees, penalties or interest incurred by You which have been levied by the financial institution or online merchant;
 - (c) reasonable and necessary cost of replacing or reconstituting Your personal documents or title deeds;
 - (d) plastic card charges that You have incurred, including any penalties or interest which have been levied by the financial institution;
 - (e) reasonable and necessary legal costs and expenses You incur, with our prior written consent, in pursuing or defending any legal action, arising directly from a covered cyber event; or
 - (f) actual lost income that would have been earned, whether for partial or whole day's work, for time reasonably and necessarily taken off Your work and away from Your work premises, solely to attend to the matters requiring attention, directly arising from a covered cyber event.
- 1.16 **GIGANTIQ / Basic Policy** means Your GIGANTIQ Policy of which You are the Policy owner, a non-participating universal life plan, issued and underwritten by Us.
- 1.17 **Home** means Your private residential property used solely for domestic purposes, the address of which is shown in the Schedule.
- 1.18 **Hacking** means the unauthorized or malicious intrusion to Your computer system.
- 1.19 **Identity theft** means the online theft or online modification, alteration or corruption by a third party of Your personal information to commit fraud using Your identity.
- 1.20 **Identity theft expenses** means:
- (a) reasonable and necessary expenses (including legal costs) incurred by You, with our prior written consent:
 - (i) to correct or reinstate official public records after an identity theft has occurred;
 - (ii) for challenging the accuracy or completeness of a consumer credit report;
 - (iii) for the preparation and attendance at any audit or hearing conducted by a governmental agency;
 - (iv) for the dismissal or withdrawal of civil or criminal proceedings on the basis that the alleged liability rests with the perpetrator of the identity theft and not You; or
 - (v) for the removal of criminal or civil judgments wrongly entered against You.
 - (b) actual lost income that would have been earned, whether for partial or whole day's work, for time reasonably and necessarily taken off Your work and away from

Your work premises, solely to attend to the matters referred to in 1.14 (a) above;

- (c) costs of:
 - (i) notarizing affidavits or related documents verifying the fraud; or
 - (ii) photos tating and registered mail postage for sending required documentation to law enforcement agencies, credit bureaus, financial institutions, creditors or debt collection agencies; or
- (d) the cost of loan re-application fees, if Your earlier application had been refused solely because the lender had received incorrect credit information about You following the identity theft.

1.21 **InCallSystems Pte Ltd (“InCall”)** (Company Reg. No. 200002976R) is our appointed Claims Service Call Centre.

1.22 **Inception Date** mean means the date the policy commences, as shown in the Basic Policy Information Page. This is the date we take as the policy anniversary.

1.23 **Insured** means the person named in the Schedule as Insured, his/her spouse and children residing in the Policyholder’s household.

1.24 **Loss** means:

- (a) financial loss for the purpose of Insuring Agreement 2.1 (Cyber Fraud);
- (b) cyber extortion payment for the purpose of Insuring Agreement 2.2 (Cyber Extortion);
- (c) restoration costs for the purpose of Insuring Agreement 2.3 (Restoration Costs); or
- (d) identity theft expenses for the purpose of Insuring Agreement 2.4 (Identity Theft).

Loss does not include any taxes, the loss of tax benefits, or fines and penalties imposed by law.

1.25 **Malware** means any malicious software or code designed to infiltrate, disrupt, corrupt or damage a computer system or circumvent any network security product or service, including but not limited to viruses, worms, trojan horses, ransomware, adware, spyware and crypto jacking scripts.

1.26 **Online Merchant** means a Third Party retail business registered with a valid business license according to the jurisdiction of the country which it is situated in and which accepts payment for goods through a secured online payment gateway.

1.27 **Personal information** means information or data relating to Your personal identity which publicly documents, authenticates or proves Your genuine identity or good standing.

1.28 **Plastic card** means any credit, debit, charge or store card that is registered to Your name.

1.29 **Policy** means this insurance document and the Schedule, including any endorsements.

1.30 **Policyholder** refers to the named owner of this Policy as shown in the Schedule.

1.31 **Policy period** means the period set forth in the Schedule.

1.32 **Restoration costs** means reasonable and necessary costs and expenses You incur, with our prior written consent:

- (a) for investigating, reconfiguring and repairing any damage to Your computer system;
- (b) for retrieving or replacing Your digital assets; or
- (c) for locating and removing malware from Your computer systems following a cyber act.

We can at our sole discretion settle Your claim for restoration costs under this policy, with new for old with provision for wear and tear deduction if necessary.

1.33 **Third party** means any natural person or entity other than You, acting on their own accord, without Your knowledge, consent, assistance or participation.

1.34 **Your computersystem** means:

- (a) any home computer network, router, hardware, digital assets therein and all associated input and output devices, which is owned by You and used mainly by You for personal purposes, and which is located at Your home; or

- (b) mobile phones, laptops, notebook or tablets, which are owned by You and used mainly by Your for personal purposes.
- 1.35 **You / Your** means the Policyholder, Family member residing in the Policyholder's household.
- 1.36 **We / us / our / insurer** means Etiqa Insurance Pte. Ltd. (Company Reg. No. 201331905K).

INSURING AGREEMENTS

In consideration of the premium paid, we agree to provide the insurance described under section 2 (Insuring Agreements) subject to the terms, conditions, exclusions and limitations of the policy.

2.1 **Cyber Fraud**

We shall indemnify You for Your financial loss arising directly from a cyber event which You first discovered during the policy period.

2.2 **Cyber Extortion**

We shall indemnify You, to the extent insurable, for extortion payment arising directly from a cyber extortion threat that is first made against You in Your personal capacity, during the policy period.

2.3 **Restorations Costs**

We shall indemnify You for restoration costs arising directly from a cyber act which You first discovered during the policy period.

2.4 **Identity Theft**

We shall indemnify You for identity theft expenses arising directly from an identity theft, which You first discovered during the policy period.

Provided, with respect to each of the above Insuring Agreements, as a condition precedent to coverage under this policy, You shall give us written notice of the claim as set forth in Special Conditions 4.2 (Claims Notification).

EXCLUSION

This policy does not cover:

3.1 **Abnormal Conditions/ State of Emergency**

any loss based upon, arising from or as consequence of any abnormal conditions or state of emergency as declared by the local authorities (whether physical or otherwise) except to the extent that You shall prove that such loss happened independently of such abnormal conditions or state of emergency as declared by the local authorities.

3.2 **Business Activities**

any loss based upon, arising from or as a consequence of any activities carried out by You for trade, business or professional purposes, including any loss connected to an account with a financial institution that is used for trade, business or professional purposes.

3.3 **Confidence Scams**

any loss based upon, arising from or as consequence of a confidence trick involving feigned intentions towards You, such as romantic intentions, investments, contracts, loans and the like, gaining Your confidence or affections, and then using that goodwill to commit fraud.

3.4 **Currency**

any loss involving unregulated digital currency of any kind, unregulated virtual currency of any kind or unregulated cryptocurrency of any kind.

Provided however this Exclusion does not apply to:

- (a) extortion payment under Insuring Agreement 2.2 (Cyber Extortion); or
 - (b) restoration costs under Insuring Agreement 2.3 arising from crypto jacking.
- 3.5 **Dishonest Acts**
any loss based upon, arising from or as a consequence of any dishonest, criminal, malicious or fraudulent acts if You willingly participated in or directed such acts.
- 3.6 **Indirect or Consequential Loss**
any indirect or consequential loss of any nature, except as expressly provided for in this policy.
- 3.7 **Infrastructure Failure**
any loss based upon, arising from or as consequence of any outage in or disruption of electrical power or telecommunications services operated by a third party service provider.
- 3.8 **Lost or Stolen Plastic Cards**
any loss based upon, arising from or as consequence of lost or stolen plastic cards.
- 3.9 **Nuclear Risks**
 - (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss; or
 - (b) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 3.10 **Prior Matters**
any loss based upon, arising from or as a consequence of any fact, circumstance, act, threat or event which You were aware of prior to the inception date of this policy.
- 3.11 **Property Damage**
any physical loss or damage to tangible property, other than restoration costs.
- 3.12 **Terrorism**
any loss based upon, arising from or as a consequence of:
 - a) any act of terrorism, notwithstanding any provision to the contrary within this policy or any endorsement thereto; or
 - b) any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.
- 3.13 **War, Invasion and Civil Commotion**
any loss based upon, arising out of or a consequence of:
 - a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war; or
 - b) Civil commotion assuming the proportions of or amounting to a popular uprising, military rising , mutiny, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance or martial law or state or any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the government de jure or de facto or to the influencing of it by terrorism or violence.
- 3.14 **Wear and Tear**
any loss based upon, arising from or as a consequence of any ordinary wear and tear, drop in performance, progressive or gradual deterioration.

SPECIAL CONDITIONS

4.1 Sum Insured and Deductible

Our maximum liability for each and every loss and all loss in the aggregate under this policy shall not exceed the Sum Insured stated in the Schedule.

We shall only be liable for that part of each and every loss which is in excess of the Deductible stated in the Schedule.

4.2 Claims Notification

- (a) As soon as You become aware during the policy period of any fact or circumstances that is reasonably likely to result in a loss covered under this policy, You must notify us as soon as possible, but no later than thirty (30) days after discovery. Please contact InCall at 6586 7726 for assistance. This hotline is available during operating hours from 11am to 7pm (Monday to Saturday).
- (b) You shall provide us with all information, assistance and cooperation which we reasonably request and shall:
 - (i) take all reasonable steps to mitigate or avoid a loss under this policy;
 - (ii) keep any damaged computer systems and other evidence, and allow us to inspect it;
 - (iii) attempt to recover financial loss relating to a claim under Insuring Agreement 2.1 (Cyber Fraud) from a financial institution or online merchant (as applicable), that may be responsible for all or part of the financial loss; and
 - (iv) do nothing that may prejudice our potential or actual rights of recovery with respect to a loss.
- (c) With respect to Insuring Agreement 2.1 (Cyber Fraud), You must report to the police as well as the issuers of Your plastic card (where applicable) and/or the financial institution where Your personal account is held (where applicable) or the online merchant holding Your digital wallet (where applicable) as soon as practicable but no later than twenty four (24) hours after Your discovery of a cyber event.
- (d) With respect to Insuring Agreement 2.2 (Cyber Extortion), the extortion payment shall not be paid without our prior written consent. You must also make every reasonable effort to establish the credibility of the threat and to notify the police or other local law enforcement authorities before surrendering any extortion payment in response to the cyber extortion threat. If the extortion payment involves marketable goods, we will pay the actual cash value at the time of the surrender of such goods.
- (e) With respect to Insuring Agreement 2.4 (Identity Theft), You must report to the police as well as the issuers of the plastic card (where applicable) and the financial institution (where applicable) as soon as practicable but no later than twenty four (24) hours after Your discovery of the identity theft.

4.3 Legal Defence

It shall be Your duty and not ours to defend any legal proceedings brought against You. We shall have the right and shall be given the opportunity to effectively associate with You in the investigation and defence of any legal proceeding. You shall not admit any liability or responsibility or agree to make any payment, without our prior written consent.

4.4 Duty of Care

You must;

- (a) make sure that Your computer system is used and maintained as recommended by the manufacturer or supplier;
- (b) take reasonable measures to safeguard Your computer systems, including the installation of anti-malware software. It is recommended that You update Your anti-

malware software regularly in accordance with the vendor's recommendation and regularly back-up Your digital assets;

- (c) take reasonable measures when disposing of and destroying Your computer system to protect Your digital assets;
- (d) take reasonable measures to safeguard Your personal information, plastic cards and details of Your accounts with financial institutions and online merchants; and
- (e) take reasonable measures to authenticate and verify the identity of the sender of an electronic communication to You, requesting the transfer of funds including the sender's entitlement to request and receive such funds, prior to such funds being transferred from Your personal account with a financial institution to an account of a third party.

GENERAL CONDITION (APPLICABLE TO THE ENTIRE POLICY)

5.1 Arbitration

Any dispute arising from a matter that is related to or in connection with this policy shall be referred to the Financial Industry Disputes Resolution Centre Ltd ("FIDReC"). This would apply as long as the dispute can be brought before FIDReC.

In the event that the dispute cannot be referred to or dealt with by FIDReC, it shall be referred to and resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre which shall be applicable at that time.

5.2 Confidentiality

You will make reasonable efforts not to disclose the existence of this policy.

5.3 De-activation

Your policy will be de-activated when any one of the following event happens:

- a) de-activation of GIGANTIQ;
- b) upon Your request to de-activate the policy. The de-activation will take effect on the next calendar day; or
- c) there is insufficient account value in GIGANTIQ and Insurance cover charge for this policy is not paid by expiry date of the grace period.

When Your policy is de-activated, all benefits under this policy will end. The policy will remain dormant and You may choose to re-activate Your policy at any time before termination of this Add-on Protection occurs.

5.4 Change of Address, Country of Residence or Citizenship

You must, as soon as practicable, notify Us in writing if there is a change in Your citizenship and / or usual country of residence. A change in the usual country of residence will be deemed to mean Your living or intending to live in another country other than Singapore in excess of 12 consecutive calendar months.

We reserve the right and sole discretion to terminate or decline to renew the policy or continue cover on prevailing or varied terms and conditions.

5.5 Fraud and Misrepresentation

If You or such other claimant or anyone acting on his / their behalf fraudulently makes any claim under this policy or obtains any sum payable under this policy through fraudulent means or devices, all Benefits paid under this policy shall be forfeited and must be immediately repaid. This policy will be terminated immediately and there will be no refund of Premiums.

5.6 Geographical Coverage

Worldwide

5.7 Governing Law

This policy will be governed by and interpreted in accordance with Singapore Law.

5.8 Interpretation

The construction, interpretation and meaning of the terms, conditions, exclusions and limitations of

this policy shall be determined in accordance with the law of Singapore and in accordance with the English text as it appears in this policy.

5.9 **Notice of Trust or Assignment**

We shall not accept or be affected by notice of any trust or assignment or the like which relates to this Policy.

5.10 **Other Insurance**

This Policy shall apply in excess of any other valid and collectible insurance policy available to the insured, including any retention or deductible portion thereof, unless such other insurance is written only as specific excess insurance over the Sum Insured under this policy.

5.11 **Re-activation**

If Your Add-on protection is de-activated, You may re-apply to re-activate the Add-on Protection to in force.

Re-activation of the Add-on Protection is subject to Our approval, depending on the insurability of the insured and such other terms and conditions as We shall determine from time to time. Upon our approval, re-activation will take effect on the next calendar day. All exclusions will begin from the effective day of re-activation.

5.12 **Renewal**

This is a monthly renewable Add-on Protection and the policy term is 1 month. At the end of every month policy term, this Add-on Protection will be renewed automatically for another month at the same conditions on the expiry date before renewal, so long as the following conditions are met:

- (a) this Add-on Protection is in force on the expiry date before the renewal; and
- (b) the insured has not reached Age 100 at the renewal date.

If We did not receive any request to de-activate the policy as set out in General Condition clause 5.3, we will take the insurance cover charge using the current payment method You have chosen.

This policy will apply for as long as we can successfully collect the insurance cover charge before the insurance cover charge due date.

This policy may be renewed, at our sole discretion, with payment of the premium in advance at our premium rate in force at time of renewals.

5.13 **Rights of Third Parties**

A person or organization that is not a party to this policy shall have no rights under the Contracts (Rights of Third Parties) Act, Chapter 53 B of Singapore (or equivalent or similar statute in any jurisdiction) to enforce any of its terms.

5.14 **Sanction Limitation and Exclusion**

We shall not be deemed to provide cover nor shall we be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim

Would expose us to any sanction, prohibition or restriction under United Nations resolutions the trade or economic sanctions, laws or regulations of Singapore, European Union, United States of America, United Kingdom and/or any other applicable national economic or trade sanction law or regulations.

5.15 **No Cover**

Notwithstanding anything to the contrary, this policy shall not cover or provide for the payment of claims or Benefits to specific persons or entities where the application of or compliance with certain laws and regulations including but not limited to trade sanctions, anti-terrorism or anti-money laundering (as may be applicable to Us, our parent companies and/or our ultimate controlling entities, our reinsurers, their parent company and/or ultimate controlling entity) prohibit performance under the policy based on:

- (a) the identity, domicile, residence, place of incorporation, establishment (whether incorporated or unincorporated), or citizenship, of You, or claimant or the parent company and ultimate controlling entity of You, or claimant; or
- (b) the country where the claim arises. Should any person or entity be found to have been erroneously enrolled under this policy, insurance coverage for such person or entity shall cease

with immediate effect and any unearned Premiums paid in respect of such person or entity shall, subject to compliance with laws and regulations, be refunded without interest to You.

Should any claim for payment of any nature be found to have been made under this policy by a person or entity excluded by this provision, no such payment will be made.

5.16 Subrogation

In the event of any payment to You under this policy, we shall be subrogated to the extent of such payment to all Your rights of recovery, and You shall execute all papers required and shall do everything necessary to secure and preserve such rights.

5.17 Termination

This policy will end when any of the following events happens first:

- a) Termination of GIGANTIQ;
- b) 90 days after We give You notice that the policy cannot be renewed.

We may also terminate the insurance by giving You seven (7) days' notice.

PERSONAL DATA USE

Any information collected or held by Us whether contained in Your application or otherwise obtained may be used and/or disclosed to Our associated individuals/companies or any independent third parties (within or outside Singapore) for any matters relating to Your application, any policy issued and to provide advice or information concerning products and services which We believe may be of interest to You and to communicate with You for any purpose. Your data may also be used for audit, business analysis and reinsurance purposes.

Cyber Insurance is an insurance product which is underwritten by Etiqa Insurance Pte. Ltd.

Etiqa Insurance Pte. Ltd. (Company Reg. No. 201331905K)

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